

CITY OF MIAMI GARDENS, FLORIDA
INDEMNITY AGREEMENT
(For Non-Exclusive Solid Waste Franchise)

The undersigned does hereby indemnify, hold and defend the city and its officers, directors, agents, servants, employees, successors, and assigns harmless from and against any and all claims, suits, actions, damages and causes of action for personal injury, death or property damage, any other losses, attorneys' fees, witness fees, court costs and the reasonable value of any services rendered by any officer or employee of the city, and any orders, judgments or decrees which may be entered which arise or are alleged to have arisen out of, in connection with or attributable to, franchisee's maintenance or operation of its waste service or business excepting only those claims resulting from gross negligence of the city. The franchisee shall undertake at its own expense the defense of any actions which may be brought against the city for damages, injunctive relief or for any other cause of action arising or alleged to have arisen out of, in connection with or attributable to the foregoing and, in the event any final judgment therein should be rendered against the city resulting from the foregoing, the franchisee shall promptly pay the final judgment together with all costs relating thereto; the franchisee being allowed, however, an appeal or appeals to the appropriate court or courts from the judgment rendered in any such suit or action upon the filing of such supersede as bond as shall be required to prevent levy or judgment against the city during such appeals.

By signature below, I agree with the foregoing :

WITNESS:

IF INDIVIDUAL

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP

Signature

Name of Firm

Print Name

Address

Signature

By:_____
(General Partner)

Print Name

Print Name

WITNESS:

IF CORPORATION

Signature

Name of Corporation

Print Name

Address

Signature

By:_____
(President)

Print Name

Attest:_____
Secretary

(Corporation Seal)